

**DECLARATION OF CHRISTOPHER EASON**

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1. My name is Christopher Eason. I am over twenty-one years of age and have personal knowledge of the matters set forth in this declaration. I am a resident of Georgia.
2. My wife and I are clients of Drive Planning, LLC (“Drive” or “Drive Planning”). We became aware of Drive Planning through our pre-existing friendship with Russell Todd Burkhalter (“Mr. Burkhalter”).
3. It is my understanding that Mr. Burkhalter is the founder and CEO of Drive. We became clients of Drive Planning in March 2021. Initially, we purchased life insurance and received estate planning and tax advice from Drive.
4. In a phone call on or about July 19, 2021, Mr. Burkhalter first recommended Drive Planning’s Real Estate Acceleration Loan (“REAL”) program to us.
5. On the July 2021 phone call, Mr. Burkhalter told us the REAL program was a profit-sharing deal in which Drive would provide capital for a developer to develop land. The developer would then split the profit from sale after development, and returns would be distributed to investors such as me and my wife. He later disclosed that the developer was a company called Embry.
6. Mr. Burkhalter told us that the return on the REAL investment was 10% of our principal every 90 days, and that there was an option to roll over the principal and interest up to 3 times. Based on Mr. Burkhalter’s statements about REAL, including the guaranteed 10% rate of return, we invested \$100,000 by wiring money directly from our bank account into a

Drive Planning account. We also invested \$20,000 by wiring money directly from one of our businesses.

7. We withdrew our initial \$100,000 investment in REAL roughly 9 months later, on or about April 28, 2022, and received a total of \$133,000 in principal and interest from Drive Planning, wired directly into our bank account.

8. Reassured by the returns we received on our initial investment, we subsequently invested in REAL again several times, including on November 18, 2022 for \$20,000, on April 12, 2023 for \$50,000, on April 14, 2023 for \$100,000, on June 21, 2023 for \$280,000, on June 26, 2023 for \$25,000, on January 4, 2024 for \$20,000, and on January 15, 2024 for \$30,000. My wife and I understood that our investment would be used by Drive Planning to invest in real estate, and that we were guaranteed a 10% return on our investment every ninety days.

9. Todd Burkhalter signed the investment documents as the CEO of Drive Planning. A sample of such documents is attached hereto as Exhibit A.

10. After my wife was diagnosed with a serious illness, we received \$306,064 from a universal life insurance policy we had purchased through Drive. This money became available due to a critical illness rider on our policy. After we explained this situation to David J. Bradford, an agent of Drive, he encouraged us to invest the money in the REAL program, and based on his advice, we invested \$280,000.

11. The total we currently have invested with Drive in the REAL program is \$545,000, not including the 10% return per quarter that was promised to us. A portion of this total came from cashing out our Roth IRAs and our children's 529 college savings.

12. On August 22 2023, I received a link through email to a Drive Planning video

labeled a “REAL Opportunity Financial Update” in which Todd Burkhalter and David Bradford discuss the status of the REAL program.

13. After viewing the Drive Planning video on or about August 2023, I felt reassured that my investment was being used to fund real estate development projects on which Drive Planning would earn a return that would ultimately benefit me as an investor.

14. I was not told that my investment would or could be used by Drive Planning to make interest payments to other investors. I also was not told that my investment would or could be used by Drive Planning to pay back principal to other investors.

15. I was not told that my investment would or could be used by Drive Planning to fund the personal expenses of Drive Planning’s principals, including Mr. Burkhalter.

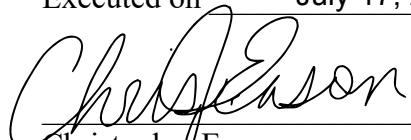
16. I was not told that certain of the properties paid for by Drive Planning using investor funds were not owned by Drive Planning.

17. I was not given any written risk disclosures relating to the REAL program. I never received a private placement memorandum or other disclosure booklet related to the investment. I also did not receive statements relating to my investment, other than the one-page form I received every three months that was used to withdraw or “roll over” my investment.

18. Relating to the withdrawal of our initial investment plus interest from the REAL program in July 2021, I was never told that I would or could be paid interest out of other people's investments rather than Drive Planning profits from its business activities.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17, 2024.



Christopher Eason

# Exhibit A



## Real Estate Acceleration Loan Document

Loan Amount: \$ 25,000

Date: June 26, 2023

Drive Planning, LLC (hereinafter called the 'COMPANY), having an address of 8000 Avalon Blvd. Alpharetta, GA 30009, hereby promises to pay to Christopher James Eason (hereinafter called the 'LENDER'), or any subsequent holder hereof, the principle sum of \$ 25,000 in legal tender of the United States, with a return thereon as hereinafter set forth. Principal and return shall be payable at LENDER's address he/she does designate.

The principal balance owing hereunder shall bear a guaranteed return from and after the date hereof at the simple interest rate of 10% (Ten Percent). The principal balance owing hereunder, together with all accrued but unpaid return thereon shall be due and payable in full in a single balloon payment on or before Sept 26, 2023. The LENDER may wish for the entire or partial amount to remain for another 3 months compounding at the same or current rate for additional 3 month periods. A new note is not required for each new period.

In the event that all or any part of the investment evidenced hereby is collected by or through an attorney at law, Lender shall be entitled to recover all costs of collection, including attorney's fees.

This Note is to be secured by real property located in Drive- Embry Portfolio Properties. Upon payment in full of this note, Borrower shall have no further obligation to collateralize above mentioned property for security to Lender. In the event Borrower defaults, Lender may record the quitclaim deed and note and take possession of the property.

Waiver of a breach of any provisions, term or condition of this Note shall not operate or be construed as a waiver of any subsequent breach, and the acceptance of a past due payment shall not be construed as a waiver of the Company's rights to require strict compliance with all terms and conditions herein.

IN WITNESS WHEREOF, the parties have caused this Note to be executed by its duly authorized representatives, the day and year above set forth.

DocuSigned by:  
A handwritten signature in black ink, appearing to read "Todd Burkhalter".  
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Todd Burkhalter  
CEO, Drive Planning